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# **WAGE AGREEMENT**

**Between**

**UNITED MINE WORKERS OF AMERICA  
DISTRICT NO. 18  
LOCAL 7297**

**and**

**THE CANMORE MINES, LIMITED  
CANMORE, ALBERTA**

**Effective 1st January, 1974**





# **WAGE AGREEMENT**

**Between**

**UNITED MINE WORKERS OF AMERICA  
DISTRICT NO. 18  
LOCAL 7297**

**and**

**THE CANMORE MINES, LIMITED  
CANMORE, ALBERTA**

**Effective 1st January, 1974**



## MEMORANDUM OF AGREEMENT

This letter confirms that a Memorandum of Agreement has been reached between CANMORE MINES, LIMITED, and LOCAL 7297, United Mine Workers of America, as pertains to the terms of the Collective Agreement for the period of 1st January, 1974 to 31st December, 1975.

The terms of the Memorandum of Agreement shall become effective only if the membership of Local 7297, United Mine Workers of America, ratifies, by secret ballot, all the terms contained in the Memorandum of Agreement.

UNITED MINE WORKERS  
OF AMERICA,  
LOCAL 7297.

F. Hubman.  
Max Androshak

T. E. Fisher,  
Secretary Treasurer.

S. Grocutt,  
District Representative.

Don McDonald.  
President, District 18.

Date: 18-1-74

CANMORE MINES,  
LIMITED,  
CANMORE, ALBERTA.

C. W. Gregory,  
Executive Vice-President.

V. Mrokwia,  
Mine Manager.

H. G. Stephenson, P.Eng.,  
Assistant General Manager.

Date: 17-1-74

## DURATION OF AGREEMENT

THIS AGREEMENT shall remain in effect until Midnight of December 31st, 1975, and thereafter from year to year, until either party shall give notice in writing to the other party of a desire to terminate, change or modify the same, at least ninety (90) days prior to the applicable expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNITED MINE WORKERS  
OF AMERICA,  
LOCAL 7297.

F. Hubman.  
M. Androshak.

T. E. Fisher,  
Secretary-Treasurer.

S. Grocutt,  
District Representative.

Don McDonald  
President, District 18.

Date: 18-1-74

CANMORE MINES,  
LIMITED,  
CANMORE, ALBERTA.

C. W. Gregory,  
Executive Vice-President.

V. Mrokwia,  
Mine Manager.

H. G. Stephenson, P.Eng.,  
Assistant General Manager.

Date: 18-1-74

**ADDENDUM TO THE WAGE AGREEMENT BETWEEN  
UNITED MINeworkERS OF AMERICA, DISTRICT 18  
LOCAL 7297**

and

**THE CANMORE MINES, LIMITED, CANMORE, ALBERTA**

Both parties agree to the following clauses which had been settled verbally and were left out of the original copy signed on the 18th January, 1974.

**Forty-hour Week and Overtime:**

In case of an emergency and in full consultation with the local union, men employed on repairs to the mine or machinery and underground supply-men may at the discretion of the Company start their five (5) day week on Monday or Tuesday as the case requires.

**Overtime Voluntary:**

In adverse weather conditions, i.e. extreme cold etc., it is understood and mutually agreed between the parties to this agreement that the Preparation Plant and Coal Handling Crews, may be required to unload cars to ensure the continuation of operations. Under such conditions paragraph 3 of this article will be voided, and employees so requested, will consent to work overtime.

**Also** they agree to the deletion of the following sentence "Employees will have a lunch period of 20 minutes with the Employer retaining the right to schedule the lunch period", which appears on page 33 of the original.

UNITED MINE WORKERS  
OF AMERICA,  
LOCAL 7297.

Max Androshak,  
President.

T. E. Fisher,  
Secretary-Treasurer.

S. Grocutt,  
District Representative.

Date: 28-1-74

CANMORE MINES,  
LIMITED,  
CANMORE, ALBERTA.

C. W. Gregory,  
Executive Vice-President.

V. Mrokwia,  
Mine Manager

H. G. Stephenson, P.Eng.,  
Assistant General Manager.

Date: 28-1-74

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## **AGREEMENT**

AGREEMENT entered into between:—

DISTRICT 18, UNITED MINE WORKERS OF AMERICA,  
LOCAL 7297 (hereinafter referred to as the "Union")

AND

THE CANMORE MINES, LIMITED, CANMORE, ALBERTA,  
(hereinafter referred to as the "Company")

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED, that in consideration of their mutual covenants herein contained, the parties hereto enter into a new Agreement for a period of two (2) years commencing 1st January, 1974, which will supersede any and all previous agreements between the parties.

There shall be no strike, slowdown, stoppage of work or lock-out during the life of this Agreement.

There shall be no deliberate limitation of production, either by direct or coercive methods on the part of the miners and mine workers, and any person or persons party to such practice shall be subject to summary discharge.

The parties to this Agreement will meet in Joint Conference ninety (90) days prior to the expiry date to discuss a renewal thereof.

### **PART I. GENERAL ITEMS.**

#### **Article I. Scope of Agreement.**

The Agreement shall cover all production and maintenance employees of the Company hired for its mining operations in Canmore at Canmore, Alberta, excluding supervisory employees with the authority to hire, promote, discharge, discipline or otherwise effect change in the status of employees or effectively recommend such action. The Company recognizes the Union as the exclusive representative of all employees covered hereby for the purpose of collective bargaining with respect to wages, hours and working conditions.

The company and the union recognize that this contract is the total agreement between the parties. No other written

documents or past practices shall govern the relationship between the union and the company.

## **Article 2. Management of Mine.**

The right to hire and discharge, the management of the mine and the direction of the working forces are vested exclusively in the Company, and the United Mine Workers of America shall not abridge this right.

## **Article 3. Settlement of Local and General Disputes.**

1. In case any disputes or grievances arise under the Agreement or any local agreement made in connection therewith, whether the dispute or grievance is claimed to have arisen by the Company or by any person or persons employed, or by the men as a whole, the parties shall endeavour to settle the matter as hereinafter provided. But before any grievances or disputes are submitted to the Pit Committee, the person or persons affected shall endeavour by personal application to the Overman, Assistant Overman or Foreman in charge of the work where the dispute arises, to settle the matter, and in the event of their agreeing, their decision shall be final.

Where a workman is making personal application as referred to above, and wishes to be accompanied by one member of the Pit Committee, he shall be permitted to do so.

2. In case of any local dispute arising in any mine and failure to agree between the Overman, Assistant Overman or Foreman in charge of the work where the dispute arises and any employee, the Pit Committee and Mine Superintendent or Mine Manager shall endeavour to settle the matter, and if they agree, their decision shall be final.

3. In the event of the failure of the Pit Committee and the Mine Superintendent or Mine Manager to settle any dispute so referred to them, as well as in the event of other disputes arising, the matter in dispute shall be referred in writing to the Managing Director of the Coal Operators' Association of Western Canada, and the President of District 18, United Mine Workers of America, who shall meet as soon as practicable, and not in any event later than fourteen (14) days, with a joint committee of six (6) composed of the Managing Director

of the Association, the General Manager, or General Superintendent of the mine where the dispute arose, and another appointed by him, the President of District 18, the President or Secretary of the Local where the dispute arose and one other District Officer. If they agree, their decision shall be binding on both parties. In the event of their failure to agree, they shall endeavour to select an Independent Chairman; and failing to agree upon one, the Managing Director of the Association and the President of the District shall request the Minister of Labour of the Government of the Province of Alberta to appoint such a Chairman. The decision of the Committee thus constituted shall be binding on both parties.

In the meantime, and in all cases while disputes are being investigated and settled, the employee involved must continue to work pending investigation and until final decision has been reached, but where an employee has been discharged, he shall not remain in the employ of the Company while his case is being investigated and settled. If a claim be made within five (5) days where an employee has been unjustly discharged, the case shall be dealt with according to this Article; and if it is proven that he had been unjustly dealt with, he shall be reinstated.

4. If a claim is made for compensation for time lost, in cases where reinstatement has followed, it shall be left to the Joint Committee as provided for in section applicable, to decide what amount, if any, is to be paid.

5. Any breach of this Agreement by any of the parties hereto is not to void the same Agreement, but the same is to be continued in full force and effect.

6. If the Managing Director of the Association or the President of the District is unable, on account of sickness or absence from the district, to attend to the duties hereinbefore set out, these shall be assumed by either the President or Vice-President of the Association and by either the Vice-President or Secretary of the District, or by their nominees within the respective organizations. Due notice shall be sent immediately by either party to the other.

7. If the United Mine Workers and the Association agree upon a proper person to be appointed as Chairman for a term

certain, then such person shall be the Chairman as required by section applicable above.

The expenses involved in the above arrangement shall be shared on an equal basis by both parties.

#### **Article 4. Duties of Pit Committee.**

1. The Pit Committee shall be a committee of three (3) in each mine or other plant covered by this Agreement, selected by the employees working at such mine or other plant from among their own number, except that one (1) member may be a checkweighman or an officer of the Local Union, not necessarily an employee, but he must previously have been selected as checkweighman or officer from amongst the employees of such mine or plant. Due notice of such selection, properly certified in writing, shall be given to the Company.

2. Where more than one mine is included in a Local Union, the preceding paragraph shall be interpreted to mean that the Secretary of the Local Union may act on the Pit Committee, provided however, that he must previously have been selected as Secretary from amongst the employees of the mines over which the Local Union has jurisdiction.

3. The duties of the Pit Committee shall be confined to the settlement of disputes as set out in the preceding clause covering "Settlement of Local and General Disputes" and they shall under no circumstances go around the mines in the discharge of their duties, unless by permission of the management.

4. Where a local dispute is to be taken up with the Mine Superintendent or Mine Manager, twenty-four (24) hours notice in writing and the nature of the dispute shall be given so as to allow time for investigation of the dispute. If mutually agreeable, disputes may be dealt with on shorter notice.

#### **Article 5. Construction and Extensive Repairs.**

All men working on construction, improvement and extensive repairs shall be members of the United Mine Workers of America, except skilled workers and members of recognized unions. All men working on the aforesaid operations shall not suspend work, but shall continue to completion of such work if required to do so by the Company.

The erection of head frames, tipples, breakers, washers, buildings, coke ovens, scales, machinery, railroad tracks and switches etc., necessary for the completion of a plant, all being in the nature of construction work and extensive repairs or rebuilding of the same class of work, are to be considered as improvements and extensive repairs.

#### **Article 6. Employees to care for Mine.**

In the case of either local or general suspension of mining, either at the expiration of this Agreement or otherwise, the Engineers, Firemen, Pumpmen, shall not suspend work, but shall, when mining is suspended, fully protect all the Company's property under their care, operate fans and pumps, and lower or hoist such men and supplies as may be required to protect the Company's property, and any and all coal required to keep up the steam at the Company's plant, but it is understood and agreed that the Company will not ask them to hoist any coal for sale on the market.

#### **Article 7. Sub-Contracting.**

No sub-contracting shall be allowed in any mine operated by any Company.

#### **Article 8. Penalty for absence from work.**

Before absenteeing himself from work an employee must, (unless his absence was through certified sickness) properly arrange with or notify the Overman or Foreman of his intended absence.

This clause will be invoked in the following manner:

1. First violation in any 3 month period — Written warning.
2. Second violation in any 3 month period — Written warning.
3. Third violation in any 3 month period — One week suspension from work, without pay.
4. Fourth violation in any 3 month period — Discharged.

If an employee has not more than three violations within a three month period commencing from the date of this letter, his work record will be cleared.

No employee will be authorised by his Foreman or Overman to be absent more than two days per month.

The penalty for absence from work clause, will not conflict with other outlined clauses in agreement.

#### **Article 9. Disabled Workmen.**

Employees having permanent or temporary partial disability shall be given preference over other workmen in the class of work they can reasonably perform. To exercise rights under this paragraph a vacancy must exist on a job prior to the disabled workmen having preference of assignment.

#### **Article 10. Employees Accompanying Injured Workman.**

When an employee is ordered by the management to accompany an injured workman, he shall be compensated at Company rates for time necessarily lost.

However, in the event that a workman is so ordered during the last half of his shift, he shall not be required to return to the mine for the balance of the shift and shall receive payment at Company rates for the full shift.

#### **Article 11. Division of Work.**

The Company agrees in so far as reasonably practicable, to an equal division of work in their respective mines. In case of a general layoff or a reduction of working forces, the Company agrees that the seniority rule will prevail: provided however, that the men coming within the seniority rule are competent to do the work.

#### **Article 12. Rotation of Shifts.**

When any type of work is performed on a multiple shift basis, the general principle of shift rotation will be adhered to as far as is practicable.



### **Article 13. Dual Classifications.**

In the case of a man working in a dual capacity, he shall be paid the rate that is highest for the class of work performed.

### **Article 14. Abnormal Weather Conditions.**

The following conditions have been agreed to and shall form part of this Collective Agreement:

In the case where an underground employee is required by the Employer to perform duties outside of the mine under abnormal weather conditions, the Employer agrees to provide suitable extra clothing to keep him warm and dry during the performance of such work.

The foregoing shall not apply to any employee engaged in his usual occupation in or about the mine.

### **Article 15. Payday.**

Payday shall be every second Friday: no change to be made in the present method of issuing employee's pay statement. Any employee desiring to leave the service of the Company shall, on his request, be paid all monies due him within two (2) days after his stoppage of work.

### **Article 16. Shift Differentials.**

1. Employees will receive a premium of 12c per hour worked on afternoon shift and 18c per hour worked on night shift.
2. Shift differentials will be paid for all regular scheduled hours worked.

### **Article 17. Lamps and Wash-House.**

The Company shall supply the mine workers with lamps, and shall provide their employees with free wash-house facilities.

### **Article 18. Tools.**

1. The Company will take back mine tools when contract miners leave its employment. These tools to be valued by the

management of the mine and paid for up to 90% of their value.

2. All employees, other than contract miners and tradesmen, whose occupations require the use of tools such as pick, shovel, axe and saw, will be supplied with one set of such tools by the Company, and the employees will be responsible for their safe-keeping or any damage to them. A book entry will be debited against the employee, but no collection will be made on this account, unless and until the employee leaves the service of the Company and does not return the tools so acquired in good condition. Any replacement of such tools will be for the employee's account.

3. All Journeymen Tradesmen shall be required to have a full kit of hand tools necessary to perform the job for which they are hired before they can qualify for the journeymen's rate, with the exception of machinery or tools which do not fall within the responsibility of the Journeymen.

4. A tool allowance equivalent to one hour's pay per month at the appropriate tradesmen's classified rate shall be paid to all tradesmen required to purchase their own tools provided such tradesmen have tools in excess of \$150.00.

### **Article 19. Welders Protective Clothing.**

The proper aprons and/or shirt and gloves, will be available for welders to check out of the warehouse when such apparel is required to ensure their safety and well-being while performing their jobs.

## **PART II. UNION ORGANISATION.**

### **Article 20. Check-off**

This Agreement is made and entered into for the sole use of the United Mine Workers of America and the Canmore Mines, Limited. All men who work in and around the Mines who are eligible to become members of the United Mine Workers of America shall join that organisation, and sign the Check-off for all dues, assessments and fines.

When hired, all employees shall report to the Union Office, before commencing work.

The membership dues, including initiation fees, fines and assessments of the United Mine Workers of America as authorized and approved in writing by the Local Union, shall be checked off the wages of the employees by the Company covered by this Agreement, and shall be remitted by the Company to the properly designated officer of the United Mine Workers of America. Such remittance shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues, initiation fees, assessments and fines.

**FORM OF ORDER**

19

To

I authorize and empower you to deduct and pay to the Secretary of District No. 18, United Mine Workers of America, or such person as that official may designate, from my earnings from month to month, the sum of

for dues, fines and assessments (and where designated in addition the sum of Ten Dollars (\$10.00) per month for five months until a total of Fifty Dollars (\$50.00) has been paid for initiation fees), or such less amounts as may be designated by the Secretary of the District, or such other person as he may appoint by Order.

Signed .

Witness .....

**Article 21. Checkweighman and Checkmeasurers.**

The Company will grant the right to the miners to employ checkweighers and checkmeasurers, and will grant the said

checkweighers and checkmeasurers every facility, including weigh sheets free of charge, to enable them to render a correct account of all coal weighed or checked, and will allow the cars to be tared from time to time, the machinery to be properly tested from time to time, and will deduct from the wages of all contract miners such amounts as may be designated from time to time, and will pay over the same to the checkweigher or checkweighers, checkmeasurer or checkmeasurers.

## **Article 22. Safety.**

1. The Company will maintain an accident prevention committee, to be known as the "SAFETY COMMITTEE".
2. Employees shall choose two (2) fellow employees to act on the safety committee. The Union will notify the Company in writing, as to the employees so chosen, and the Union Secretary shall be a member of this Safety Committee.
3. The Safety Committee shall meet once a month.
4. The Safety Committee shall make an inspection tour of the operations once a month.
5. The Safety Committee shall have the right to investigate all accidents, or serious happenings.
6. No union employee can be fired or disciplined for refusing to do an unsafe act.
7. The Company Safety Supervisor shall have full authority to enforce any provisions of the Coal Mines Regulation Act.
8. Copy of the minutes of the monthly Safety Committee meeting, will be forwarded by the Company, to the office of the Union.
9. All Safety work by the Safety Committee shall be paid for by the Company at the employees classified rate.
10. The Co-Chairman of the Safety Committee shall be a Union representative.

### **PART III. OVERTIME, VACATIONS AND TIME OFF.**

#### **Article 23. Forty-hour Week and Overtime.**

The normal work-week shall be five (5) days a week of eight (8) hours a day from Monday to Friday inclusive: and any time worked over eight (8) hours in any one day, or forty (40) hours in any one week, shall be paid (on the basis of time and one-half) or rate and one-half respectively, with the following provisos:

a. Payment of overtime rates shall not be duplicated for the same hours worked to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision: except that regular scheduled hours (i.e. straight time hours worked on Sunday) shall be counted in determining the 40 hours per week and that hours paid on a holiday (as established in Article 26 Holidays) whether worked or not, shall be counted as hours worked in determining overtime under the provisions of this article.

Employees required to work overtime will do so on a voluntary basis.

In the event an employee is requested to change from his regular scheduled work week, such employee will be paid overtime for hours worked, only on any such single shift.

#### **Article 24. Overtime Voluntary.**

- a. Overtime at the rate of time and one half shall be paid for:
1. Any hours worked, in any one day, Monday through Friday, that are not part of the regular 8 hour shift schedule for that week.
  2. Hours worked on Sunday except that if Sunday is a scheduled day of rest and an employee works he shall receive double time.
  3. Hours worked in excess of 40 per week.
  4. Hours worked on scheduled days off.

## **Article 25. Saturday work.**

In the event that a member company deems it necessary to operate on Saturday, it shall give forty-eight (48) hours notice to that effect, and in the event that such notice is not given, the penalty provisions of the Agreement shall not apply to mine workers who fail to work on such Saturday.

## **Article 26. Holidays:**

1. The following days will be observed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
1st May	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

In the event that the Provincial or Federal Government proclaims an additional paid statutory holiday to be added to the Annual and General Holidays Act, such holiday will be added to this Article, provided such holiday is not listed in 26.1 and further provided that such proclaimed paid holiday is not a substitute or a replacement for any present legislated holiday.

It is agreed that there shall be not more than a total of eleven (11) statutory holidays observed in a calendar year.

2. Holidays shall be effective on the day of the week on which they fall, however, should the Provincial or Federal Government proclaim a day in lieu of any of the holidays listed in 26.1 the day proclaimed shall become the holiday for the purpose of interpreting this Article unless otherwise mutually agreed.

3. An employee will receive holiday pay for any holiday not worked in 26.1 provided he meets the following qualifications:

a. He shall have worked all of his last scheduled shift prior to and all of his next scheduled shift following, such holiday, unless an absence from one or both of such shifts is because of sickness of the employee (proof required) or because of death in the immediate family (spouse, mother, father, mother - in - law, father - in - law, son, daughter, brother or sister) or because of similar good cause.

4. Pay to eligible employees for holidays not worked shall be computed by multiplying by eight (8) the standard hourly rate of the employee's regular classification.
5. If a holiday described in 26.1 falls in an employee's vacation period he shall be paid for such day in accordance with 26.4 if he is otherwise eligible to receive holiday pay in accordance with 26.3.
6. The Employer may request and the Union will not unreasonably withhold permission for employees to work on a holiday.
7. Any employee may be required to work holidays in the event of emergencies.
8. An employee will not be penalised, with respect to holiday pay, for absences incurred on afternoon shift Christmas Eve, and New Year's Eve.
9. An employee who works on any of the holidays outlined in 26.1 shall be paid for at time and one half the rate of pay for the classification in which work is performed plus the employee's regular holiday pay as calculated in accordance with 26.4.

## **Article 27. Vacations:**

### **27.1 Eligibility.**

For the purpose of this section, the vacation year shall be the nine (9) month period from 1st April, 1973 to 31st December, 1973, and thereafter the twelve (12) month period 1st January, to the following 31st December, in each contract year.

To be eligible for a vacation in any vacation year, the employee must:

- a. Have had one year's continuous service with the company.
- b. Have worked 90% of the days of his regular working days at the mine of the Company. N.B. Those employees working less than 90% of their regular working days, shall receive vacation pay on a pro-rata basis.

NOTE: It is hereby agreed that an employee will not be penalized in the matter of vacations with pay for absences incurred on the afternoon shift of Christmas Eve or New Year's Eve.

For the purpose of this section, it is hereby agreed that a Union Officer, or Union man who has had to miss work on account of Union business that such absence will be classed as a day worked, without pay, and will not be classed as a regular working day missed, in calculating the percentage of working days for vacations with pay credits.

Continuous service shall date from whichever of the following dates is the later:

## **27.2 Length of Vacation**

### **1. Effective 1st January, 1974.**

1 - 4 = 2 weeks, 12 days pay or 4%, whichever is greater.

5 - 10 = 3 weeks, 18 days pay or 6%, whichever is greater.

11 - 20 = 4 weeks, 24 days pay or 8%, whichever is greater.

21 and over = 5 weeks, 30 days pay or 8%, whichever is greater.

### **2. Employees are entitled to receive benefits in the calendar year in which their anniversaries fall.**

A vacation week shall consist of seven (7) consecutive days. Holidays falling within the vacation period shall be counted as vacation days.

Employees are entitled to receive the benefits in the calendar year in which their anniversaries fall. Each employee, upon completion of his first year of continuous service shall take his vacation in the calendar year of his first anniversary. Thereafter, subject to the provisions of this Article 27 each employee shall have his vacation scheduled at any time during the calendar year regardless of his anniversary date.



### **27.3 Scheduling of Vacations**

1. The Employer shall have the right to close down the mine for a three (3) week period for the purpose of giving the employees vacation, but the period at which time this would be done is subject to mutual agreement between the Employer and the Union.
2. Vacations (outside the three (3) week closure mentioned above) for eligible employees shall be scheduled throughout the calendar year, but so far as possible will be granted at times most desired by employees: provided however, that the employer has the final right to allotment of vacation periods in order to insure orderly operations of the mine.
3. At the option of the employee, all vacations may be taken at one time or two different periods subject to Article 27.3(2).

### **27.4 Vacation Pay.**

1. A day of vacation pay will be eight (8) times the hourly rate of the employee's regular classification at the commencement date of his vacation. Vacation pay will be available to him prior to commencing the scheduled vacation.
2. When the Employer elects to close down the mine for the purpose of giving most employees a vacation, each employee with less than one year of service will receive one (1) day's pay for each month worked at the time of closure or 4%, whichever is greater, and will receive the remaining vacation pay to which he is entitled upon reaching his first anniversary date.

### **27.5 Holidays During Vacation Period.**

If a holiday falls within an employee's authorized vacation, he shall receive eight (8) hours pay in addition to his regular vacation pay provided he is eligible under the provision of Article 26.

## **Article 28. Leave of Absence.**

Leave of absence on compassionate grounds or for long journeys will not be unreasonably withheld by the Employer.

- a. When death occurs in an employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister) an employee upon request will be excused for up to three (3) consecutive days which includes the day of the funeral.
- b. The employee shall receive pay at his regular rate for any such excused shifts he would have worked provided it is established that he attended the funeral.

## **Article 29. Leave of absence union.**

1. The Company will grant employees leave of absence to a maximum of six (6) men at one time for Union business when requested by the Union.
2. The Union must give the Company seven days notice before the effective date of the requested leave of absence as noted in paragraph above.

## **Article 30. Jury Duty.**

When a regular employee is called for jury service, he shall be excused from work on the days he is required to appear in court. Employees called for jury duty, upon proof of such service and of the amount of pay received therefore, will be paid whatever sum, if any, is necessary in addition to the fees received for jury duty service to reimburse him for earnings lost because of such jury duty.

## **Article 31. Funerals.**

In the event of an instantaneous death by an accident in the mine, or outside the mine, the miners underground and all other employees may suspend work in the mine, where the accident occurred on the day of the accident, but shall resume work on the following day and continue to work until the day of the funeral when all mines shall be idle.

## **Article 32. Part Shifts.**

The Company agrees that men will not be called out for work unless there is reasonable assurance of at least four (4) hours work: provided however, that accidents, power failures, breakdowns of operations or insufficiency of railway cars, occurring beyond the control of the Company shall not be regarded as cause for payment beyond time worked.

However, this shall not be interpreted to mean that the Company can establish a shorter shift than eight (8) hours for surface employees and underground Company men: and if there is no breakdown or absenteeism to the extent of affecting underground operations and the men continue to work beyond four (4) hours time, then they shall be provided work to complete the eight (8) hour shift or be paid a full eight (8) hour shift.

This clause shall not apply to men called out for minor repairs or to do chores about the mine.

When a man reports for work, at the mine, and is notified by the management that there is no work for him on that shift, he is to be paid four (4) hours wages at his regular rate of pay.

## **PART IV. PENSIONS, INSURANCE AND MEDICAL SCHEMES.**

### **Article 33. Canada Pension Plan.**

The Company will pay the Employee and the Company share of the Canada Pension Plan Premium.

### **Article 34. Dental Care Plan.**

Excluding orthodontia covering the employee, his spouse and their dependant children under the age of 19 years of age, to be effective 1st July, 1974. Benefits of such plan shall be equal to those provided under Medical Services Association.

Plan A 80% coverage.

Plan B 50% coverage.

Contributions for premiums of above plan will be shared equally between the Employer and the employee.

### **Article 35. Doctor and Hospital Arrangements.**

Doctor and hospital arrangements shall be as provided for in the Workmen's Compensation Act of the Province of Alberta.

### **Article 36. Medical Services.**

The Company agrees to pay 100% of the premium cost for all employees covered by the Agreement.

### **Article 37. Group Insurance.**

- a. The Employer agrees to contribute on a 50 - 50 basis, with its employees the cost of a Group Life and Accidental Death and Dismemberment Insurance for the benefit of the employees providing for \$7,500.00 Life Insurance and \$7,500.00 Accidental Death and Dismemberment Insurance.
- b. Sickness and Accident Insurance will be provided for each employee who is a member of the Union. Costs to be shared as follows: 75% to the Employer, 25% to the employee. Sickness and Accident benefits shall be \$100.00 per week up to a maximum of twenty-six (26) weeks payable from the first day of accident, the first day of hospitalization and from the third day of an absence due to sickness.

It is a condition of employment that employees maintain enrollment in the above Insurance Plan.

Employees on leave of absence in excess of thirty (30) days (calendar days) are required to make their own personal arrangements for continuation of Group Insurance and Medical coverages referred to in this Article.

### **Article 38. Insurance on Employees' Clothing.**

The Company will insure employees' clothing in the wash-house against loss, by fire only, to a maximum of \$75.00.

### **Article 39. Welfare Fund.**

The Employer shall pay assessments to the Welfare and Retirement Fund District 18, of United Mine Workers of

America, at the rate of twenty cents (20c) per clean net ton produced during 1974, and at the rate of twenty-seven cents (27c) per clean net ton produced during 1975.

Assessments, with respect to production, are to be paid into the Welfare and Retirement Fund, at Calgary, on or about the 25th day of the month on the previous months production.

It is understood and agreed that the terms and conditions of the Welfare and Retirement Fund of District 18, United Mine Workers of America as set out in the Trust Deed and the various additions and amendments thereto, are deemed to be part of this Agreement.

#### **Article 40. Income Tax Deductions.**

All deductions as allowed for tax purposes by the Income Tax Branch will be shown on the employee's earnings slip at the end of each tax year.

#### **Article 41. Christmas Bonus.**

A Christmas bonus of \$125.00 will be paid each year during the term of this Collective Agreement to all eligible employees. Eligible employees must have one year continuous service to December 1st of such year and shall receive the bonus on pay day prior to Christmas calculated in the following manner.

The designated amount for the year less one-twelfth ( $1/12$ ) for each calendar month during the immediate preceding December 1st through November 30th period in which the employee failed to work all the days he was scheduled to work that month unless his failure to work was due to good cause.

Pro rata payments for the months they are on the payroll shall be provided for those mine workers who are given employment or who are laid off during the December 1st to November 30th qualifying period.

### **PART V. TRAINING AND JOB OPENINGS**

#### **Article 42. Apprentices.**

Apprentices will receive the full amount of any general wage increase regardless of the year of apprenticeship.

### **Article 43. Job Training.**

This section pertains to jobs that are not covered by an Apprenticeship Training programme.

All applicants who are chosen according to the terms of the job posting procedure, (Article 44) shall be given proper instruction by the Supervisor or a fellow employee designated by the Company.

All Employee Trainees shall receive a minimum trial period of ten (10) working days. The trial period shall not extend beyond twenty (20) working days.

An Employee who has completed the twenty (20) day trial period and continues in that capacity shall be declared a qualified and successful applicant.

### **Article 44. Job Posting.**

The purpose of Job Posting and Job Training shall be to give every employee an opportunity to learn new skills in accordance with his seniority, and capability.

The Company will post on the Bulletin Board in the mine wash-house permanent job vacancies within three (3) days of the vacancy occurring throughout the operations.

Vacancies must be posted for three (3) working days.

The Company will declare its choice within three (3) working days of the closing of the bid.

The Company will post on the Bulletin Board in the mine wash-house the name of the successful applicant within three (3) days after the choice is made and the successful applicant shall be re-classified within this period.

The Company will allow a trial period in conformity with Job Training contained herein (Article 43).

An employee who is returned to his former job, or requests to be returned during or at the conclusion of his trial period, shall not have lost his job entitlement to the former job.

It is mutually agreed and understood by the parties to this agreement that the above Article will not be abused and any

employee who has applied for, been accepted, entered into the period of training and subsequently requested to be returned to his former position shall not be eligible for future job postings, in the same classification, for a period of 90 days.

#### **Article 45. New Classifications.**

When the Company establishes a new job classification, it will establish a temporary rate for such classification and notify the Union in writing. If the Union disagrees with the rate, the proper Union Representative will advise the Company in writing within thirty (30) days from date of notification, requesting negotiation. If agreement of the parties cannot be reached, the issue is then subject to the Settlement of Disputes Procedure. Any adjustments agreed to will be retroactive for the hours worked on the job.

#### **Article 46. Preference of Employment.**

In case an employee is thrown out of employment, unless discharged, he shall be given preference over new men in other mines in the same camp operated by the same company. The Company agrees to give company men having Miners' Certificates preference over new men as miners. However, such company men shall allow the management a reasonable time to secure the men for their positions. All outside workers shall be given preference over new men seeking employment underground. Employees' sons shall be given preference of employment over other new men. Seniority rights to prevail in all cases. Seniority to start from date of last employment. The foregoing understanding shall be subject in all cases to the ability of the employees to do the work required.

#### **Article 47. Re-Employment.**

Employees who leave the Company to become Union officials shall continue to be classified as employed and have full seniority rights. They must return to work within two (2) months after the expiration of their employment with the Union.

The Company shall have the right to require that any applicant for employment shall pass a physical examination by a local physician.

The Company shall have the right to require periodic physical examination by a local physician for any employee whose activities affect the safety of other persons or of the property of the Company. If the Company exercises this right, the employee will be allowed two hours at his usual rate of pay.

The Company agrees to pay the total cost of physical examination, except that, in the case that an employee voluntarily leaves the employment of the Company before the expiration of ninety (90) days, from the date of first employment, that employee shall be required to reimburse the Company for the cost of his pre-employment medical and this cost shall be deducted from that employee's final pay cheque.

The employee may take the physical examination at a medical clinic most convenient to himself, within the Canmore area.

#### **Article 48. Seniority.**

Seniority shall be determined on the basis of length of continuous service with the Company and shall commence thirty (30) actual working days after the date of employment, but when commenced shall date from the date of employment. In the event of a reduction in the working force during this period, the last man hired, will be the first man laid off, provided those employees remaining are qualified to perform the available work without training.

Employees who are promoted to a supervisory position, exempt from coverage under this agreement, for a period in excess of four (4) months, shall retain their original seniority as of the date of their promotion, but will not accumulate any seniority for the time spent in such supervisory position(s).

#### **Article 49. Seniority List.**

The Company will supply the Union with an up to date seniority list on 1st January and 1st July of each year.

#### **Article 50. Termination.**

Vacation pay for employees who leave the employment of the Employer for whatever reason shall be computed as follows:—



a. Terminated employees who have not completed their first year of continuous service shall receive the appropriate percentage of earnings as defined in Article 27.

b. Employees who have not taken their vacations and who have passed their anniversary date in the calendar year of their termination will receive their vacation entitlement as per Article 27 for the completed year plus the appropriate percentages of earnings for months worked after his last anniversary.

## **PART VI. EMPLOYMENT UNDERGROUND.**

### **Article 51. Continuous Miner Operators.**

There shall be at least two crew members on each continuous miner that receive the operator's rate of pay at all times.

### **Article 52. Delivery of Material.**

In accordance with the Alberta Coal Mines Regulation Act, the Company will at all times deliver an adequate supply of suitable timber, rails, ties, planks, conveyor material and sheet iron at the nearest crosscut to the face of all raise workings, and in places where the regular pit cars go to the working face without being handled by the miner, they shall be delivered on the cars to the working face. In other places across the pitch, timber, rails, ties, planks, conveyor material and sheet iron will be delivered to the mouth of the room, or up to the slusher.

### **Article 53. Loading of Coal from Chutes.**

In pitching seams where chutes are used, the Company will handle all coal placed in the chutes by the miners.

### **Article 54. Minimum Rate and Company Work.**

When a miner's working place becomes deficient owing to any abnormal conditions, or where coal in any district becomes so hard as to prevent him from earning the minimum wage as set forth in Schedule "A" under "Miners" the Company shall

pay a sufficient amount to secure him the said minimum providing he has done a fair day's work: provided however, consideration shall be given to the pay period in which the deficiency is claimed. This shall not apply where work is performed in two separate places, one being normal and the other abnormal.

The above rate shall be paid exclusive of all charges.

When a miner is taken from contract work to do Company work, he shall be paid the minimum wage as set forth in Schedule A: under "Miners All".

### **Article 55. Powder.**

Where explosive supplies are being sold to the miners, they shall be furnished at cost price which shall include handling, transportation and insurance.

### **Article 56. Turn of Cars.**

The Company shall, as far as practicable, supply each miner with an equal turn of cars.

### **Article 57. Underground Premium.**

All underground employees shall receive thirty-five (35c) per hour in addition to their classified rate for all hours actually worked underground.

There will be no pyramiding of the underground premium in the calculation of overtime.

### **Article 58. Wet Pay.**

1. A working place in the mine where water drops from the roof in quantities sufficient to wet a man's clothing or where standing water is over four and one half (4½) inches deep shall be considered a wet place for which seventy-five (75c) per day extra will be paid to those affected inside employees.

2. Where water conditions are abnormal and employees are required to continuously stand in water and/or washout of

roads are affecting the inside employees then those employees will be paid as follows:—

- a. for eight (8) hours (Portal to Portal) work a payment of one (1) hour extra at straight time plus seventy-five cents (75c) per day wet pay, or
- b. for seven (7) hours (Portal to Portal) work a payment of a full eight (8) hour shift plus seventy-five cents (75c) per day wet pay.

No consideration is given for any work less than seven (7) hours duration (Portal to Portal).

#### **Article 59. Working Partners.**

Contract miners may with the consent of the Management choose their own working partners.

#### **Article 60. Single Shifts.**

The single shift system in rooms and pillars will be adhered to as far as possible.

#### **Article 61. Stopping of Miners' Place.**

When a miner's place is stopped, provided he is still an employee of the Company, he is to be given first preference of said place if it is ever opened up again.

#### **Article 62. Contract Rates.**

There shall be added to the earnings of Contract Miners' at the applicable Contract Rates the following rates per hour:—  
Jan. 1st, 1974 — \$3.87; July 1st, 1974 — \$4.07; Jan. 1st, 1975 — \$4.42.

#### **Contract Rates — All Seams.**

In all working places, gangways, pillars, slopes, etc., the rates for loading coal will be as follows:—

- a. for hand loading 73 cents per net ton.
- b. for slusher loading 65 cents per net ton.

## **Gangway**

To be driven 16 feet wide by height of seam, including all post timbering and lagging. If 25 degrees pitch or under, \$1.20 per lineal yard. If over 25 degrees pitch, \$2.10 per lineal yard. If over 35 degrees pitch, \$3.00 per lineal yard. If over 10 feet in height, above yardage rates to be increased by 50c per lineal yard.

## **Slopes.**

To be driven 16 feet wide by height of seam, including all post timbering, lagging, handling coal and rock.

Where pumping is required:

1 to 4 degree pitch —	\$3.65 per lineal yard.
5 to 11 degree pitch —	4.47 per lineal yard.
12 to 24 degree pitch —	5.30 per lineal yard.
25 to 31 degree pitch —	6.50 per lineal yard.
32 to 35 degree pitch —	7.00 per lineal yard.

Where pumping is not required:

1 to 4 degree pitch —	\$2.10 per lineal yard.
5 to 11 degree pitch —	2.48 per lineal yard.
12 to 24 degree pitch —	3.30 per lineal yard.
25 to 31 degree pitch —	4.50 per lineal yard.
32 to 35 degree pitch —	5.00 per lineal yard.

Pumping shall include removing the water separately from the coal in any other manner than pumping.

## **All Rock.**

All rock loaded must be broken into sizes to suit the haulage system.

## **Brushing Floor Rock in Gangways.**

The brushing of floor rock in gangways shall be paid for as follows:—

Company to furnish powder and caps, plus \$2.50 per cubic yard of rock brushed. The measurement to be made "in place" i.e. solid rock.

The gangways to be brushed for a level floor, from low rib to high side as and when required.

### **Breasts and Angles.**

Yardage shall be paid in the first breast above the gangway at \$1.00 per lineal yard if the pitch is 25 degrees or under: at \$1.75 per lineal yard if the pitch is over 25 degrees.

### **Pillars.**

Roof in pillar work is to be securely timbered with post timbers. Half of the posts set in pillar work will be paid for at 6 cents per foot of post.

### **Abnormal Places.**

Places less than 12 feet wide and less than 6 feet in height will be compensated for in the matter of powder and caps.

### **Room and Entry Timbering (When Required)**

\$1.20 per set, 6 to 8 inches diameter.

\$1.50 per set, 8 to 10 inches diameter.

\$1.80 per set, 10 to 12 inches diameter.

The above prices are based on the collar being 16 feet long, with two side props and centre prop, when required, suitably lagged. If more or less than 16 feet long, to be paid for in proportion.

### **Square Sets**

Square sets composed of three pieces framed and securely lagged when used in entries shall be paid for as follows:—

For sets 14 feet between notches, 12 to 16 inch timber —  
\$3.00 per set.

For sets 14 feet between notches, 12 to 16 inch timber and over 16 feet high or on pitches over 35 degrees —  
\$4.80 per set.

## **Logging — All Mines, All Seams.**

- a. Where post timbering is in effect, 8 pieces of high side lagging is intended.
- b. Where sets are used, 8 pieces of lagging are covered in the price per set, whether these be on the collar or on the high side, or both.
- c. All lagging placed per set or between posts in excess of 8 pieces, shall be paid for at the rate of 5c each.
- d. The term "lagging" means a slab or split prop not exceeding 4 inches in thickness.
- e. It is further agreed that in any special case where a type of lagging other than that as described above is required to be used, payment for same will be negotiated.

## **Roof Bolting.**

Roof bolting to be paid for at the rate of \$1.20 per bolt 6 feet to 8 feet in length including placing of cap piece or plank and laggings as required.

## **Shovelling in Cross-Cuts or Pillars.**

When contract miners are breaking off new pitches or cross-cuts by hand to make space for a conveyor drive, the over-shovel rate shall be:

10 feet to 15 feet — \$2.80 per lineal yard.

## **Delivery of Cars.**

To be made according to present practice.

## **Contract Rates — Chutes**

Chute building, 59 cents per lineal yard, to be built according to present practice, 4 feet wide, unless otherwise ordered by the Pit Boss — First length of chute, 16 feet, \$2.99.

Bulkheads, according to present practice, \$2.99. All re-timbering and replacing broken timbers in breasts and pillars where required by the Pit Boss to do so, and if done by contract work, 8-inch or 10-inch timber at 6 cents per foot.

### **Cap Pieces.**

The Company agrees to supply contract miners with ready-made cap pieces.

### **Man Trips.**

The Company agrees to supply mantrips in all seams where practical to do so subject to the approval of the Mines Department.

### **Bridge Sticks.**

Bridge Sticks 14 feet between notches, 12 to 16 inches in diameter — \$3.00 each.

### **Unclaimed or Unchecked Contract Coal.**

Where contract miners send out cars of coal without checks, the amount due the miner therefore, shall unless a claim for such car is substantiated, be credited to a fund to be mutually agreed on.

### **Change Sheets.**

Change sheets shall be posted in a conspicuous place in the check room.

### **Blacksmithing.**

50 cents per month.

## **PART VII. EMPLOYMENT ON STRIP MINES:**

### **Article 63. Agreement Covering Strip Mines.**

It is accepted by both parties that this Agreement covers all stripping operations that are operated by the Company in conjunction with its underground operations but with such modifications as appear necessary to properly apply the said Agreement to such operations and in particular to the following matters:

## **Settlement of Local and General Disputes.**

Where a dispute arises at a stripping operation the employee concerned or a Union representative from the stripping operation may accompany the Pit Committee when the matter is being taken up with the Mine Manager, and the foreman concerned may be present with the Mine Manager when the matter is being discussed.

## **New Work.**

The United Mine Workers agree that the New Work Clause shall not prevent or interfere in any way with the making of contracts on the part of the Company with owners of heavy equipment designed for the purpose and normally used for digging and moving of overburden or the excavation or loading of coal in connection with any stripping operations: but it is accepted that where a coal company does so contract for the work done, the employees of such contractor will for all purposes of the Agreement be considered to be employees of the Coal Company.

## **Preference of Employment.**

Seniority provisions shall be applied to stripping employees as a classification. Nothing in the Agreement shall be construed to prevent a stripping contractor from moving his employees from one operation to another operation under his control.

## **Trucking.**

Where the Company has its own trucks in service on stripping operations, and including the hauling of coal and refuse between the pit and plant, the Company is required to pay only the day wage rate to the truck drivers as provided in the Agreement.

Whenever the Company wishes to displace the non-Company owned trucks engaged in hauling strip coal or refuse by trucks owned by the Company it is entitled to do so: and the Company is required to pay the driver the day wage rate as provided in the Agreement. Non-Company trucks at that time



engaged in hauling strip coal or refuse will be laid off in the order of inverse seniority, meaning the last truck employed will be the first truck released.

It is agreed that truck drivers displaced as per the preceding paragraph will be given preference of employment as drivers of the Company owned vehicles which displace their trucks. Preference to be on the basis of seniority. All seniority and preference of employment is to be subject to the ability of the employee to do the work required.

The Company agrees that fleet-owned trucks will not be employed so as to displace non-Company trucks already in the employ of the Company, but where no owner-driven trucks are employed, the United Mine Workers of America agree that it is the Company's right to hire a fleet of not less than four trucks or wagons, which shall not be owner-driven, from a bona-fide truck owner, as pieces of equipment on any basis mutually agreeable to the Company and the owner of said equipment, and that drivers will be employed at Agreement rates and subject to all of the provisions of the Agreement.

It is agreed that on hauls where individually-owned trucks are already operating on a contract haulage rate, fleet-owned trucks will not be hired at a lesser contract rate.

It is agreed that the making of contract haulage rates for individually owned trucks at each operation shall be a matter of negotiation between the Company and the United Mine Workers. It is further agreed that the existing rates now in effect shall be used as a basis for the negotiation of an agreement.

For the purpose of regulating the operation of trucks and avoiding unnecessary delays, it is agreed that the Company has the right to determine the starting time of each individual truck within the limits of one hour after the commencement time of any regular shift. Said starting schedules to be arranged by the Company and posted.

This Agreement is made in substitution for and abrogates the stripping memorandum and accompanying letter from Mr. Stubbs to Mr. Livett, which documents are dated 4th March and 5th March, 1947.

## **PART VIII. APPRENTICESHIP SCHEME.**

### **Article 64. Apprenticeship Scheme.**

Between THE CANMORE MINES, LIMITED —AND—  
LOCAL 7297, UNITED MINE WORKERS OF AMERICA  
—in co-operation with— DIRECTOR OF APPRENTICE-  
SHIP — PROVINCE OF ALBERTA.

### **SECTION 1.**

#### **1. Purpose.**

The purpose of this programme is to improve the knowledge and skill of persons employed as journeymen, apprenticeship respect of the Trades names in the point #2 herein.

#### **2. Trades.**

1. Machinist — 5 year programme.
2. Steamfitter - pipefitter — 5 year programme.
3. Electrician — 4 year programme.
4. Millwright — 4 year programme.
5. Welder — 3 year programme.
6. Heavy Duty Mechanic — 4 year programme.

#### **3. General Principles.**

a. All applicants must be chosen according to the Job Posting provision.

b. Once started in this programme, subject however to the provisions of agreement, the apprentice shall have the right to continue providing he passes all the tests and work is available for him.

c. Upon completion of each period of training in the Vocational School, an apprentice will be required to pass a test. In event of failure to pass such test, the apprentice will be

given a second opportunity but in the event of failure on the occasion of the second test, he shall be required to withdraw from the programme.

d. In the event that an apprentice is required to repeat a test he shall do so at the first opportunity after sixty days but no later than one hundred and twenty days.

e. Wherever reference is made to a year as an Apprentice it shall mean a period of not less than 200 working days, the said period to include time spent at the vocational school. In the event a participant works less than 200 days, and has attended vocational school within the year, he will be given an opportunity to take the required tests.

f. The Employer will ensure that the apprentices will be given the necessary on-the-job practical training.

g. Persons presently employed as Journeymen who do not wish to take the tests or who take the test and fail shall continue to be employed as Journeymen. In the training programme for persons presently employed as Journeymen who wish to become certified, either of the following procedures can apply:

1. Voluntary tradesman qualification.

2. Become indentured under the Apprenticeship and Tradesman's Qualification Act. If a Journeyman fails to pass the test for a voluntary Tradesman Qualification Certificate, he can become indentured as an apprentice.

h. Entrance to the programme will in all cases be subject to the applicant meeting standards required for acceptance by the Apprenticeship and Industrial Training Branch.

i. All present Apprentices employed by the Company must enter the Programme. Apprentices who cannot qualify in the Programme will be re-classified with no reduction in rate of pay until such time as they have opportunity to apply seniority to obtain a job with equal or higher rate of pay.

- j. There will be NO AGE LIMIT for applicants.

## SECTION II.

### Training Schedules.

All successful applicants, except welder apprentices, will be registered as Apprentices and be assigned as Apprentices for an 11-month period prior to attending vocational school unless the applicant's previous experience renders such assignment unnecessary.

The aforementioned welder apprentices shall attend vocational school for one month prior to assignment as Helper.

<b>5-year Schedule</b>	<b>At Operation</b>	<b>At School</b>
First Year Apprentice	11 months.	Last 4 weeks.
Second Year Apprentice	11 months.	Last 4 weeks.
Third Year Apprentice	11 months.	Last 4 weeks.
Fourth Year Apprentice	11 months.	Last 4 weeks.
Fifth Year Apprentice	11 months.	Last 4 weeks.

<b>4-year Schedule</b>		
First Year Apprentice	11 months.	Last 4 weeks.
Second Year Apprentice	11 months.	Last 4 weeks.
Third Year Apprentice	11 months.	Last 4 weeks.
Fourth Year Apprentice	11 months.	Last 4 weeks.

<b>3-year Schedule</b>		
First Year Apprentice	11 months.	Last 4 weeks.
Second Year Apprentice	11 months.	Last 4 weeks.
Third Year Apprentice	11 months.	Last 4 weeks.

### Electricians.

Notwithstanding the provisions above, electrician apprentices shall be required to take 6-weeks at school during each year of the programme instead of 4, with the period in the operation reduced accordingly.

### **SECTION III.**

#### **Journeyman Qualification.**

Upon being certified, after taking the prescribed tests, he shall receive the certified Journeyman rate of pay.

If any of the periods provided for in Section II herein are exceeded by reason of vocational school facilities being unavailable, such period of excess shall be credited to the apprentice in succeeding training requirements.

### **SECTION IV.**

Fares, lost time pay and school expenses are to be paid by the appropriate government authorities as part of the cost of the Apprenticeship Plan, with the exception that the employer shall pay the apprentice while attending vocational school the regular wage of the employee concerned. The employer contribution for the last two weeks at school shall be withheld until the apprentice has returned to work and has worked for two weeks.

### **SECTION V.**

There will be a 3-man committee established to process applications under Section 1-3-g. The committee will determine what vocational training is necessary for persons indentured as apprentices.

Representation on the committee shall consist of the following:

One representative from the Union.

One representative from the Employer.

One representative from the Apprenticeship and Industrial Branch.

Vocational Training will be conducted during day classes.

Text books and study material will be made available when required.

## **SECTION VI.**

### **Tools.**

a. All Journeymen Tradesmen shall be required to have and shall not qualify for the Journeyman rate unless they have full kit of hand tools necessary to perform the job for which they are hired, with the exception of machinery or tools which shall not be deemed to fall within the responsibility of the Journeyman. Those tradesmen who must buy and maintain their own tools shall be paid one dollar (\$1.00) per working day in addition to their regular rate to maintain their tools.

b. The 3 and 4 year apprentice shall be required to have and maintain a basic tool kit and be in the general process of building up the necessary tools to equip himself for the job.

c. The 1 and 2 year apprentice shall not be required to own tools and shall use those designated to him. However, in his own interest, he should commence the process of building up a tool kit.

## **SECTION VII.**

a. 1 and 2 year apprentice shall assist the 3 and 4 year apprentice, and/or Journeyman and work under their direction.

b. The 3 and 4 year apprentice shall be qualified to assist the Journeyman and work under their direction, supervision and instruction.

c. The Journeyman must be qualified to carry out the responsibilities of his trade as outlined by the Apprenticeship and Tradesmen's Qualification Act and be able to direct Assistants.

**THE CANMORE MINES, LIMITED**  
**LABOUR CLASSIFICATIONS AND WAGE SCHEDULES**  
**PER 1973 THROUGH 1975.**

**CLASSIFICATION**

<b>Underground:</b>	<b>1973 Rate</b>	<b>1.1.1974</b>	<b>7.1.1974</b>	<b>1.1.1975</b>
C.M. Operator	4.88	5.80	6.05	6.50
2nd C.M. Operator	4.88	5.80	6.05	6.50
Utility	4.43	5.80	6.05	6.50
Faceman	4.43	4.95	5.15	5.50
Roof Bolter	4.43	4.95	5.15	5.50
Timberman	4.05	4.95	5.15	5.50
Miners All.	4.05	4.95	5.15	5.50
Shuttle Car.	4.43	5.30	5.50	5.90
Motor Man	4.06	4.95	5.15	5.50
Supply Man.	4.05	4.85	5.05	5.40
Brattice Man.	4.05	4.85	5.05	5.40
Track Layer	4.05	4.85	5.05	5.40
Timber Handler	4.01	4.85	5.05	5.40
Labourer	3.09	4.55	4.75	5.10
Helpers	3.09	4.55	4.75	5.10
Hoistmen.	4.01	4.95	5.15	5.50
Rope Rider.	4.00	5.25	5.45	5.85
Contract Miners.	3.27	3.87	4.07	4.42

**Outside Surface:**

Hoistman	3.94	5.30	5.50	5.90
Mobile Loader 5 yd.	4.24	5.30	5.50	5.90
Mobile Loader under 5 yd.	4.24	5.25	5.45	5.85
Cat Operator D-9	4.24	5.45	5.65	6.05
Cat Operator under D-9	4.24	5.30	5.50	5.90
Motor Grader	4.24	5.35	5.55	5.95
Crane 5 yd. or under.	4.24	5.50	5.70	6.10
Shovel Operator — 15 yd.	4.24	5.70	5.95	6.40
Drill Operator (explor.)	4.21	5.45	5.65	6.05
Drill Blast Operator	4.04	5.35	5.55	5.95
Truck Driver (Incl. — Dart)	4.00	4.95	5.15	5.50
Truck Driver/Winch/ — 20 ton	4.00	4.85	5.05	5.40
Locomotive Engineer — 70 ton.	4.14	5.30	5.50	5.90
Clean Plant Washery	4.12	5.45	5.65	6.06
Clean Plant Operator	4.12	5.10	5.30	5.70
Dryer Operator	3.96	5.10	5.30	5.70
Boxcar Loader	3.96	4.65	4.85	5.20
Car Handlers	3.96	4.65	4.85	5.20
Scalemen	4.11	5.10	5.30	5.70
Sawyer	3.96	4.85	5.05	5.40
Lab. Analyst		5.10	5.30	5.70
Oilers All.	3.88	4.75	4.95	5.30
Lampman.	3.93	4.75	4.95	5.30



Watchman	3.09	4.55	4.75	5.10
Labourers	3.09	4.55	4.75	5.10
Crew and General Repairmen,	3.93	4.85	5.05	5.40

#### **Maintenance:**

Journeymen Cert.	4.43	5.85	6.10	6.55
Journeymen Uncert.	4.22	5.65	5.85	6.15
Pipe Fitters	4.15	5.85	6.10	6.55
Heating Plant Operator.	4.23	5.85	6.10	6.55
#3 Power House Attend:	4.15	5.65	5.85	6.15
Townsite Attendant.	4.18	5.65	5.85	6.15

#### **Apprentices:**

- 0 - 6 months.
- 6 - 12 months.
- 12 - 18 months.
- 18 - 24 months.
- 24 - 30 months.
- 30 - 36 months.
- 36 - 42 months.
- 42 - 46 months.





